924.

SUPREME COURT OF THE UNITED STATES.

No. 127.

DAN'L TOD, DAN'L P. RHODES, ROB'T C. YATES, AND JAMES FORD, LIB'TS & APP'TS,

vs.

SAM'L F. PRATT AND EDWARD P. BEALS, CLAIMANTS OF STEAMBOAT SULTANA, HER ENGINE, BOILER, &c.

APPEAL FROM THE CIRCUIT COURT U. S. FOR THE NORTHERN DISTRICT OF NEW YORK.

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CIRCUIT COURT OF THE UNITED STATES,
For the Northern District of New York.

DAVID TOD, DANIEL P. RHODES, ROBERT C. YATES, AND JAMES FORD, libellants and appellants,
vs.
The STEAMBOAT SULTANA, her engine, boilers, &c., Samuel F. Pratt, Pascal P. Pratt, and Edward P. Beals, claimants and appellees.

To the Honorable the Supreme Court of the United States:

The appeal of David Tod, Daniel P. Rhodes, Robert C. Yates, and James Ford, libellants and appellants, respectfully sheweth, that on the fifth day of July, in the year one thousand eight hundred and fifty-four, the above-named David Tod, Daniel P. Rhodes, Robert C. Yates, and James Ford, filed their libel in the District Court for the Northern District of New York, against the steamboat Sultana, her engine, boilers, machinery, boats, tackle, apparel, and furniture, in a cause of contract, civil and maritime, to recover the value of a quantity of coal theretofore furnished by the libellants to the said steamboat, and which were used as fuel on board the said steamer, while engaged and employed in the business of commerce and navigation, between ports and places in different States and Territories of the United States, upon the lakes and navigable waters connecting the said lakes, and that the said steamboat Sultana was arrested upon process issued upon said libel, and on the twenty-fifth day of July, A. D. 1854, the said process, with the marshal's return thereon, endorsed, was filed, on which day the said Samuel F. Pratt, Pascal P. Pratt, and Edward P. Beals, respondents, appeared, upon proclamation being made by Dennis Bowen, proctor; and no other person appearing as claimants, it was then and there by the said District Court ordered, that the default of all other persons than the above-named respondents be entered without prejudice to such parties as had instituted proceedings in the said Court against the said steamboat. That on the twenty-sixth day of July, A. D. 1854, the respondents above named filed their answer to the libel of your petitioners, and such proceedings were had in said cause; that afterwards, on the twentieth day of February, A. D. 1855, a final decree was made and pronounced therein, by the said District Court, wherein, among

other things, it was adjudged and decreed that, as against all persons except the said Samuel F. Pratt, Pascal P. Pratt, and Edward P. Beals, the libellants were entitled to have and receive the sum by them demanded in their libel, together with interest thereon to the date of said decree, amounting in the aggregate to two thousand seven hundred and three dollars and fifty cents, beside their costs and expenses; and that as against the said Samuel F. Pratt, Pascal P. Pratt, and Edward P. Beals, the libellants ought to have the portion of their demand in their said libel set forth, which accrued after the thirtieth day of November, 1853, and interest thereon, amounting in the whole to five hundred and fifty-eight dollars and seventy-five cents, together with their costs to be taxed; and that the demand of the libellants in their libel set forth, and under the state of facts established in the cause, was not valid as a lien on said steamboat or its proceeds as against said Samuel F. Pratt, Pascal P. Pratt, and Edward P. Beals, to any greater or further extent than as in and by said decree before provided; and that the prayer of the libel, beyond such provision for payment as aforesaid, be denied as against the said Samuel F. Pratt, Pascal P. Pratt, and Edward P. Beals.

And that after such final decree, your petitioners duly appealed from so much thereof as declares that the demand of the libellants on their libel set forth is not valid as a lien on said steamboat or its proceeds to any greater or further extent than the sum of five hundred and fifty-eight dollars and seventy-five cents, together with their costs of suit to be taxed, including the lawful fees and charges of the officers of the Court, and that the prayer of the libellants beyond such provision for payment as is herein before made be denied as against the said respondents, to the Circuit Court of the United States for the Northern District of New York, and the said cause was removed thereby into the said Circuit Court and there tried anew, and such proceedings were had in the said Circuit Court that afterwards, and on the twentieth day of October, 1855, the said Circuit Court made a final decree in the said cause, whereby it was decreed that the decree of the said District Court be in all things affirmed, which said decree of the said Circuit Court is, as these appellants are advised, erroneous, and ought to be reversed.

Wherefore, these appellants appeal from the whole of said decree of said Circuit Court to the Supreme Court of the United States, and respectfully pray that the said decree of the said Circuit Court, and the libel, answer, pleadings, depositions, evidence, and proceedings in the said cause may be sent to the Supreme Court of the United States, without delay, and that the said Supreme Court will proceed to hear the said cause anew, and reverse so much of the decree of the said Circuit Court as affirms the decree of the District Court appealed from, and that such other decree may be made by this Court as shall be agreeable to equity and good con-

science, and these appellants may be restored to all things which they had lost by said decree.

Dated at Buffalo, Oct. 25, 1855.

JOHN GANSON,
Proctor for appellants.

CIRCUIT COURT OF THE UNITED STATES,
For the Northern District of New York.

DANIEL TOD, Daniel P. Rhodes, Robert G. Yates, and James Ford, libellants and appellants,
vs.
The STEAMSHIP SULTANA, her engine, boilers, &c., Samuel F. Pratt, and Edward P. Beals, claimants and appellees.

UNITED STATES OF AMERICA,
Northern District of New York. } ss.

I, Augustus A. Boyce, clerk of the Circuit Court of the United States of America for the Northern District of New York, do hereby certify to the Supreme Court of the United States, that the notice of appeal and decree as enrolled in the above-entitled cause hereunto annexed, is a true transcript of an original decree remaining on the files of my office.

In testimony whereof, I have hereunto subscribed my name and affixed the seal of the said Circuit Court, this seventeenth day of November, in the year of our Lord one thousand eight hundred and fifty-five, and of the independence of the United States of America the eightieth.

[SEAL.]

AUG. A. BOYCE,
Clerk.

UNITED STATES OF AMERICA,
Northern District of New York, ss:

I, Aurelian Conkling, clerk of the District Court of the United States of America for the Northern District of New York, do hereby certify, that the writings annexed to this certificate, and to the citation and copy petition of appeal hereunto attached, are true copies of their originals on file and remaining as of record in my office.

In testimony whereof, I have hereunto affixed the seal of the said Court at Buffalo, in the aforesaid district, this tenth day of April, anno domini one thousand eight hundred and fifty-five, and of the independence of the United States of America the seventy-ninth.

[L. S.]

AURELIAN CONKLING,
Clerk.

UNITED STATES DISTRICT COURT,
Northern District of New York, ss:

In admiralty.

To Samuel F. Pratt, Paschal P. Pratt, and Edward P. Beals.

You are hereby cited and admonished to be and appear at a Circuit Court of the United States to be held at Albany, in and for the Northern District of New York, on the third Tuesday of May, 1855, pursuant to an appeal from a decree of the District Court of the United States for the said district, wherein Daniel Tod, Daniel P. Rhodes, Robert C. Yates, and James Forde, are appellants and you are appellees, to show cause, if any there be, why the said decree should not be corrected, and speedy justice be done to the parties in that behalf.

Witness Honorable Nathan K. Hall, District Judge of the United States for the said District, this 22d day of March, in the year one thousand eight hundred and fifty-five.

N. K. HALL,
U. S. Dist. Judge, N. Dist. of N. Y.

I hereby admit personal service of the within citation.
March 24, 1855.

BOWEN & ROGERS,
Proctors for Respd'ts.

DISTRICT COURT OF THE UNITED STATES,
For the Northern District of New York.

In admiralty.

DANIEL TOD, Daniel P. Rhodes, Robert C. Yates, and Jared Ford, libellants,
vs.
The STEAMBOAT SULTANA, her engine, boilers, &c., Samuel F. Pratt, Pascal P. Pratt, and Edward P. Beals, respondents.

The above-named libellants, conceiving themselves aggrieved by

the final sentence or decree entered on the twentieth day of February, A. D. 1855, in the above-entitled cause, do hereby appeal from so much of the said decree as declares that the demand of the libellants in their libel set forth is not valid as a lien on said steamboat, or its proceeds against said respondents to any greater or further extent than the sum of five hundred and fifty-eight dollars and seventy-five cents, together with their costs of suit to be taxed, including the lawful fees and charges of the officers of the court; and that the prayer of the libellants beyond such provision for payment as is hereinbefore made be denied as against the said respondents, but the residue of the said decree is not appealed from to the next Circuit Court of the United States to be held in and for the said district, and they pray that this their appeal may be allowed, and that a transcript of the record and proceedings in the cause, duly authenticated, may be sent to the said Circuit Court.

Filed March 23d, 1855.

JOHN GANSON,
Proctor for Libellants.

Appeal allowed March 23d, 1855.

N. K. HALL,
Dis. Judge of the U. S.,
Northern District of New York.

At a special session of the District Court of the United States of America for the Northern District of New York, held at the city of Buffalo, in the said district, on the second day of April, in the year of our Lord one thousand eight hundred and fifty-five:

Present, the Honorable Nathan K. Hall, District Judge—

DANIEL TOD, Daniel P. Rhodes, Robert C. Yates, and James Ford,
vs.
THE STEAMBOAT SULTANA, her tackle, apparel, and furniture, Samuel F. Pratt, Paschal P. Pratt, and Edward P. Beals, respondents,

On the fifth day of July, in the year of our Lord one thousand eight hundred and fifty-four, David Tod, Daniel P. Rhodes, Robert C. Yates, and James Ford, the libellants above named, before the aforesaid judge filed their libel in this cause against the said steamboat Sultana, her tackle, apparel and furniture, which said libel is hereunto annexed, and thereupon an order was entered directing the issuing of process against the said steamboat in the following words:

At a special session of the District Court of the United States of America for the Northern District of New York, held at the city of Buffalo, on the fifth day of July, in the year of our Lord one thousand eight hundred and fifty-four:

Present, The Honorable Nathan K. Hall, District Judge—

DANIEL TOD and others
vs.
The STEAMBOAT SULTANA, her tackle, apparel, &c.,

On filing a libel in this cause, and on motion of Mr. Ganson, proctor for the libellants, it is ordered that a warrant of arrest and monition be issued herein, returnable the twenty-fifth day of July, instant.

And a process of arrest and monition was thereupon issued, returnable on the twenty-fifth day of July, anno domini 1854.

On the eighteenth day of July, anno domini 1854, a stipulation for costs on the part of the libellant was duly filed in the cause.

On the said twenty-fifth day of July, anno domini 1854, the said process, with the marshal's return thereon endorsed, was duly filed, and the same is hereunto annexed.

On the same twenty-fifth day of July, a decree was entered herein, in the following words and figures, to wit:

At a special session of the District Court of the United States of America for the Northern District of New York, held at the city of Buffalo, on the twenty-fifth day of July, in the year of our Lord one thousand eight hundred and fifty-four:

Present, the Hon. Nathan K. Hall, District Judge—

DANIEL TOD, Daniel P. Rhodes, Robert C. Yates, and James Ford,
vs.
The STEAMBOAT SULTANA, her tackle, apparel, and furniture,

The mesne process returnable this day in the cause, having been returned duly executed, and proclamation having been duly made for all persons having or pretending to have any right, title, or interest in the said steamboat Sultana, her tackle, apparel, and furniture, to appear and make due answer to the libel filed in this cause, and Samuel F. Pratt, Paschal P. Pratt, and Edward P. Beals, having appeared, by Dennis Bowen, esquire, their proctor, to interpose an answer, on motion of Mr. Ganson, proctor for the libellants, it is ordered that the default of all others than the above-named parties be entered without prejudice to such parties as have instituted proceedings in this court against the said steamboat.

On the twenty-sixth day of July, anno domini 1854, the respondents above named filed their answer herein, which is hereunto annexed, and the cause was continued until the second day of February, anno domini 1855, on which day a written statement of facts as agreed upon between the parties was filed in the cause; on the twentieth day of February, a final decree was entered herein, in the words and figures following, to wit:

At a special session of the District Court of the United States of America for the Northern District of New York, held at the city of Buffalo, in the said District, on the twentieth day of February, in the year of our Lord one thousand eight hundred and fifty-five:

Present, the Honorable Nathan K. Hall, District Judge—

DANIEL TOD and others
vs.
The STEAMBOAT SULTANA, her tackle, apparel, and furniture, Samuel F. Pratt, Paschal P. Pratt, and Edward P. Beals, respondents,

On the twenty-fifth day of July, 1854, the return day of the mesne process heretofore issued in this cause, a decree of default and judgment pro confesso was entered against all persons except Samuel F. Pratt, Paschal P. Pratt, and Edward P. Beals, who appeared on said return day, and on the following day filed their answer herein, and on the second day of February, 1855, a stipulation setting forth the facts in the cause, as admitted between the parties, was duly filed, and the cause came before the Court upon the said stipulation, and upon the pleadings therein, and was argued by counsel, and thereupon, upon consideration thereof, due deliberation having been thereupon had, the Court doth order, adjudge, and decree, that as against all persons except the said Samuel F. Pratt, Paschal P. Pratt, and Edward P. Beals, the libellants are entitled to have and receive the sum by them demanded in their libel, together with interest thereon to the date of this decree, amounting in the aggregate to two thousand seven hundred and three dollars and fifty cents, besides their costs and expenses; and the Court doth further order, adjudge, and decree, that as against the said Samuel F. Pratt, Paschal P. Pratt, and Edward P. Beals, the libellants ought to have and receive the portion of their demand in their said libel set forth, which accrued after the thirtieth day of November, 1853, and interest thereon, amounting in the whole to five hundred and fifty-eight dollars and seventy-five cents, together with their costs of suit to be taxed, including the lawful fees and charges of the officers of the Court; and it is further ordered,

adjudged, and decreed, that the demand of the libellants in their libel set forth, and under the state of facts established in the cause, is not valid as a lien on said *said* steamboat or its proceeds, as against said Samuel F. Pratt, Paschal P. Pratt, and Edward P. Beals, to any greater or further extent than as hereinbefore provided, and that the prayer of the libel, beyond such provision for payment as is hereinbefore made, be denied as against the said Samuel F. Pratt, Paschal P. Pratt, and Edward P. Beals; and it is further ordered, adjudged, and decreed, that out of the proceeds of the sale of the said steamboat in the registry of the Court, the clerk pay to the libellants the sums hereinbefore decreed to them, as against the said Samuel F. Pratt, Paschal P. Pratt, and Edward P. Beals, the respondents above named; and in case the demand of the said respondents set forth in their answer in this cause shall be paid and satisfied otherwise than out of the said proceeds, that then and in that case the libellants shall be at liberty to apply, by petition and proceedings at the foot of this decree, for the payment out of said proceeds of any further or other portion of their said demand, and without prejudice to any party, from the terms of this decree to any question which may arise upon said petition or proceedings.

Thereupon the costs of the libellants, including their charges and expenses, were taxed at forty-five dollars and ninety-five cents.

Whereupon the said pleadings, process, bills of costs, and expenses, and such other papers as are required by the rules and practice of the Court are now attached together and hereto annexed, and the said final decree is signed and enrolled the day and year in the caption of this enrollment mentioned.

(Signed) N. K. HALL,
District Judge.

To the Judge of the District Court of the United States for the Northern District of New York.

In Admiralty.

Daniel Tod, Daniel P. Rhodes, Robert C. Yates, and James Ford, of the State of Ohio, exhibit this their libel against the steamboat Sultana, whereof Gilman Appleby is owner and master, now lying at the port of Buffalo creek, within the Northern District of New York, and within the admiralty and maritime jurisdiction of this Court, her engine, boilers, machinery, boats, tackle, apparel, and furniture, and against all persons lawfully intervening for their interest therein in a cause of contract civil and maritime, and thereupon the libellants above-named do allege and propound as follows:

First. That at the several times herein mentioned, the said steamer Sultana and her appurtenances, owned by Gilman Appleby,

who then was and still is a resident of the State of New York, and not of the State of Ohio, and that he then resided and still resides in the city of Buffalo, within the District aforesaid.

Second. That the said steamboat is a vessel of upwards of twenty tons burthen, and was at the several times herein mentioned and referred to and still is enrolled and licensed for the coasting trade, and engaged and employed in the business of commerce and navigation between ports and places in different States and Territories of the United States, upon the lakes and navigable waters connecting the said lakes.

Third. That these libellants, at the several times aforesaid, were dealers in coal at the city of Cleveland, in the State of Ohio aforesaid, and furnished for the said steamboat, from the twentieth day of April, in the year one thousand eight hundred and *fifty-three*, to the thirtieth day of April, in the year one thousand eight hundred and *fifty-four*, on the several days specified in the schedule hereto annexed, marked "A," the various quantities of coal in said schedule enumerated, which was worth respectively the several prices charged therefor, as designated in the said schedule.

Fourth. That all of the said coal was furnished by these libellants to be used on the said steamboat, for fuel, at Cleveland aforesaid, a portion of which was put aboard of the said steamer at the port of Cleveland aforesaid, and the balance was, at the request of the owner or master thereof, shipped to *Mackinaw*, to be there taken on board of the said steamer to be used as aforesaid thereon.

Fifth. That it was represented to these libellants at the time they furnished the said coal as aforesaid, by the owner or master, that the same was necessary to enable the said steamer to engage in the business of navigation upon the waters aforesaid, which representations these libellants believed to be true, and that the same was, as these libellants believe, used as fuel on board of the said steamer, and that they furnished the same upon the credit of the said steamboat, as well as of the owner and master thereof.

Sixth. That the entire value of the said coal is the sum of four thousand seven hundred and seventy-three dollars, and that there has been paid upon and toward the same the sum of two thousand five hundred and forty dollars and forty-nine cents, beside the interest due and which has accrued thereon, which sum the said Gilman Appleby has neglected to pay, although he has been requested to pay the same.

Seventh. That all and singular the premises are true; wherefore, these libellants pray that process in due form of law may issue against the said steamboat Sultana, her engine, boilers, machinery, boats, tackle, apparel, and furniture, and that this Court will, for the amount so claimed as aforesaid, pronounce and decree the same to be paid with costs, and for such other further

or different relief and redress as to right and justice may appertain, and the Court is competent to give in the premises.

(Signed) TOD, RHODES & CO.
(Signed) JOHN GANSON,
Proctor.

UNITED STATES OF AMERICA,
And District of Ohio, ss:

D. P. Rhodes being duly sworn, did before me personally make oath that he had read the foregoing libel by him subscribed, and knew the contents thereof, and that the same is true as he verily believes.

(Signed) D. P. RHODES.

Subscribed and sworn to before me this 3d day of July, A. D. 1854, at the city of Cleveland, in the State of Ohio.

(Signed) R. C. PARSONS,
U. S. Commissioner, District of Ohio.

Dr. S't. B't. Sultana in ac. curr't with Tod, Rhodes & Co.

1853.				
April	20th.	25¾ tons Brier Hill Coal, a $3		77 25
May	2	36 " " " " "		108 00
	6	73 " " " " "		219 00
	14	30 " " " " "		90 00
	18	73½ " " " " "		220 50
	28	53 " " " " "		159 00
June	3d	449 (350) ship to Mackinaw, 2 87½		1291 87
	6	70 tons Brier Hill Coal, $3		216 00
	12	50 " " " " 3		150 00
	15	79¾ " " " " "		239 15
	25	43½ " " " " "		130 50
	30	30¾ " " Chip " 2 60		79 95
July	9	36¾ " Brier Hill " 3		119 25
	14	62 " " " " "		186 00
	"	Returned bad notes		7 00
	22	36¾ tons Brier Hill " 3		110 25
Aug.	6	36¾ " Chip " 2 60		95 55
	20	27½ " B. Hill " 3		82 50
	25	68¼ " " " "		204 75
	"	Ret'd bad notes		15 00
Sept.	5	27 tons B. Hill " 3		81 00
	23	13 " " " 3¼		42 25
Oct.	4	50 " " " 3½		175 00
	25	7 " Chip " 3		21 00
Nov.	17	36¾ " B. Hill " 3½		146 00

Dec.	12	51 tons B. Hill Coal	$3½		178 50
	16	61 " " " "			213 50
1854.					
April	30	37 " " " "			129 50
					$4,773 00

In Admiralty.

DISTRICT COURT OF THE UNITED STATES,
For the Northern District of New York.

The claim and answer of Samuel F. Pratt, Pascal P. Pratt, and Edward P. Beals, respondents, to the libel of David Tod, Daniel P. Rhodes, Robert C. Yates and James Tod, libellants:

And now come Samuel F. Pratt, Pascal P. Pratt, and Edward P. Beals, of the city of Buffalo, in the said district, claimants of the steamboat "Sultana," her engine, machinery, boats, tackle, apparel and furniture; and for answer to the libel of David Tod, Daniel P. Rhodes, Robert C. Yates and James Ford, against the said steamboat, her engine, machinery, boats, tackle, apparel, and furniture, say—

First. That they, the said Samuel F. Pratt, Pascal P. Pratt, and Edward P. Beals, at the time of exhibiting the said libel, and far more than seven months prior thereto, had and they still have an interest in the said steamboat, and in the engine, machinery, boats, tackle, apparel, and furniture, and that they acquired such interest as is hereinafter mentioned.

Second. That on the thirty-first day of October, 1853, the said Gilman Appleby, in the said libel mentioned, did make, execute, and deliver to these respondents a certain chattel mortgage upon the said steamboat Sultana, her engine, machinery, boats, tackle, apparel, and furniture, of which a copy is hereunto annexed, and marked schedule "A." That the said mortgage was executed and delivered to these respondents as aforesaid, to secure the payment to them of the diffierent sums of money therein mentioned, which amounts were then owing by the said Appelby to these respondents.

Third. These respondents are informed and believe, that at the time of the execution and delivery of the said chattel mortgage, and for nearly eight years prior thereto, the said Gilman Appelby had been and at the several times in the said libel mentioned he was the sole owner of the said steamboat Sultana, her boats, engine, machinery, tackle, apparel, and furniture, of all which the libellants had notice at the several times in the said libel mentioned.

Fourth. That there is still owning and unpaid upon the promissory notes in the said chattel mortgage mentioned, the sum of four thousand eight hundred and thirty-six dollars and twenty-five cents, and interest from the fourteenth day of July, 1854.

Fifth. That at the time of the execution and delivery of the said chattel mortgage, *the said chattel mortgage*, the said steamboat Sultana, her boats, engine, machinery, tackle, apparel, and furniture, were at the said city of Buffalo, where the said Appleby then resided; that on or about the day of the date of the said mortgage, a true copy thereof was filed in the office of the clerk of the county of Erie, and on the twenty-fifth of November, 1853, the said mortgage was duly recorded in the office of the collector of customs at the said city of Buffalo, that being the place of the then last enrollment of the said steamboat, and that the said mortgage thereby became and still continues to be a lien upon the said steambout, her engine, machinery, boats, tackle, apparel, and furniture, in favor of the said respondents for the amount unpaid upon the indebtedness in the said mortgage mentioned.

Sixth. These respondents admit the allegations contained in the first and second specifications of the said libel.

Seventh. These respondents as to the allegations contained in third and fourth specifications of the said libel, say that they have no knowledge, information, or belief, as to the truth of any of the allegations therein contained.

Eighth. These respondents, as to the allegations contained in the fifth, sixth, and seventh specifications of the said libel, on their information and belief deny the same and each and every part thereof.

Ninth. These respondents further say, on their information and belief, that during all the times in the said libel mentioned, the said Gilman Appleby had the actual charge, control, and direction of the said boat, and superintended her sailing and business and actually purchased all her supplies. That if the said libellants ever furnished to or delivered on board the said boat any part of the articles in the said libel mentioned, they were so furnished to the said Appleby personally and upon his personal credit, and not upon the credit of the said boat, and they deny that the libellants have ever acquired any lien upon or claim against the said steamboat by reason of any of the matters in the said libel mentioned.

Tenth. And these respondents, further answering, say, that they are informed and believe, that heretofore and some time in the year 1853, or in the spring of 1854, but at what particular time these respondents cannot state, the said steamboat Sultana, then lying at Cleveland, in the State of Ohio, and then being engaged in navigating the waters of Lake Erie, the libellants at Cleveland, in the State of Ohio, did cause proceedings to be instituted against the said steamboat, her engine, machinery, boats, tackle, apparel, and furniture, in the Court of Common Pleas, in and for the county of Cayhoga, in said State, under and by virtue of an act of the Legislature of the State of Ohio, entitled "An act to provide for the collection of claims against steamboats and other water crafts, and authorizing proceedings against the same by name for the recovery

of the same identical debt mentioned in the said libel, and did cause a warrant to be issued in the said action or proceeding directing the seizure of the said steamboat, her engine, boats, machinery, tackle, apparel, and furniture, and the detention of the same until discharged by due course of law; and that under and by virtue of said warrant the sheriff of the said county did immediately thereafter attach the said steamboat, her engine, tackle, apparel, and furniture, and that for the purpose of procuring a release of said warrant, as provided for in said act, the said Gilman Appleby did thereupon execute, together with Benjamin R. Hutchings and George Thompson, two good and sufficient sureties residing in Cleveland aforesaid, a certain bond to the said sheriff, in double the sum of the amount claimed in the said warrant, conditioned that the said steamboat, her engine, machinery, boats, tackle, apparel, and furniture should be forthcoming to answer the judgment under such seizure, and did thereupon deliver such bond to the said sheriff, and the said steamboat was thereupon discharged from the custody of such sheriff.

That such proceedings were had in the said action or proceedings; that afterwards, and on or about the seventeenth day of May, 1854, by the consideration and judgment of the said Court, a judgment was recovered in the said action in favor of the libellants against the said steamboat Sultana, her engine, boats, machinery, tackle, apparel, and furniture, for the sum of two thousand three hundred and four dollars and forty-four cents damages, as by the record of the said judgment and other proceedings in the said action or proceeding will more fully and at large appear, which proceedings were conducted in all respects in conformity with the said act.

That an execution has been duly issued in the said action or proceeding, and such other proceeding had therein, that the said sureties in the said bond have been made liable for the payment of the said debt and the costs and expenses which have accrued thereon, and that the sureties in the said bond have not been in any manner released or discharged therefrom; and the said judgment still remains of record in the said Court and reversed or vacated.

That in and by the said act of the Legislature of the State of Ohio hereinbefore referred to, it is among other things provided, as follows:

Sect. I. Be it enacted by the General Assembly of the State of Ohio, that steamboats and other water crafts navigating the waters within or bordering upon this State shall be liable for debts contracted on account thereof by the master, owner, steward, consignee, or other agent for materials, supplies, or labor in the building, repairing, furnishing, or equipping the same, or due for wharfage; and also for damages arising out of any contract for the transportation of goods or persons, or for injuries done to persons or property by such craft; or for any damage or injury done by the captain, mate, or other officer thereof, or by any person under the

order or sanction of either of them, to any person who may be a passenger or hand on such steamboat or other water-craft at the time of the infliction of such damage or injury.

Sect. II. Any person having such demand may proceed against the owner or owners or master of such craft, or against the craft itself.

Sect. III. When suit shall be commenced against the craft, the plaintiff shall file his precipe to that effect, naming said craft, if she have a name, and if not, giving a substantial description of the same; and with it a bill of the particulars of his demand, verified by his own affidavit, or that of his agent or attorney, or other credible person.

Sect. IV. The clerk of the proper court shall, on receiving such precipe, issue a warrant returnable as other writs directing the seizure of such craft by name or description, as provided for in the third section of this act, or such part of her apparel or furniture as may be necessary to satisfy the demand, and to detain the same until discharged by due course of law; and the officer executing the writ shall return with it an inventory of the effects seized and held under it.

Sect. V. That the owner, master, steward, consignee, or other agent, of such steamboat or other water craft, may discharge the property seized upon, entering into bond to the officer taking the same, with two good and sufficient sureties within the county where such craft may have been seized, in double the amount of the demand sworn to be due by plaintiff, agent, or attorney, conditioned that such property, or double the amount sworn to be due by plaintiff, agent, or attorney, shall be forthcoming to answer the judgment under such seizure.

Sect. VI. That upon the return of the writ, the pleadings and other proceedings shall be as in other cases of process served and returned; and after judgment the property seized and still held may be sold upon an execution to satisfy the judgment; and the overplus money, if any, arising from such sale shall be returned to the owner, master, or agent, on demand, as surplus money is in other cases of execution; and if the proceeds of such sale fall short of satisfying the judgment, the balance shall remain to be collected on execution, as upon other judgments; and in case the judgment shall be against the plaintiffs, the property seized shall be restored, and the costs shall be collected as in other cases.

Wherefore the respondents pray that this honorable Court will pronounce against the said libel, and condemn the libellants in costs, or for such other or further relief, or both, as to the said Court shall seem right and just, and the Court is competent to give in the premises.

PASCAL P. PRATT.
BOWEN & ROGERS,
Proctors.

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NORTHERN DISTRICT OF NEW YORK,
Erie County, ss:

Pascal P. Pratt, of the city of Buffalo, being duly sworn, says, that he is one of the respondents named in the foregoing answer; that he has read the said answer, and knows the contents thereof, and that the said answer is true of his own knowledge, except as to the matters therein stated on the information and belief of the respondents; and as to those matters he believes it is true.

P. P. PRATT.

Sworn before me this 25th day of July, 1854.

N. K. HALL.

Schedule "A," referred to in the foregoing answer.

To all to whom these presents shall come, greeting:

Know ye, that I, Gilman Appleby, of the city of Buffalo, in the State of New York, and sole owner of the steamboat or vessel called the Sultana, of the burthen of eight hundred and six tons or thereabouts, of the first part, being justly indebted to Samuel F. Pratt, Pascal P. Pratt, and Edward P. Beals, of the same place, of the second part, in the sum of five thousand three hundred and fifty-four $\frac{98}{100}$ dollars, upon eleven promissory notes hereinafter fully described, have, for the purpose of securing the payment of the said debt and the interest thereof, granted, bargained, sold, and mortgaged, and by these presents does grant, bargain, sell, and mortgage unto the said party *of the said party* of the second part, their executors, administrators, and assigns, the whole of said steamboat or vessel, together with the mast, bowsprit, sails, boats, anchors, cables, and all other necessaries thereunto appertaining and belonging, the certificate of the enrollment of which said steamboat or vessel is as follows, to wit:

No. 45, forty-five enrollment,
District of Buffalo creek,
Port of Buffalo.

In conformity to an act of Congress of the United States of America, entitled "An act for enrolling and licensing ships and vessels, &c., passed the 18th February, 1793, and an act to regulate the foreign and coasting trade on the northern, northeastern, and northwestern frontiers of the United States, and for other purposes," passed the 2d March, 1831, and an act to provide for the better security of the lives of passengers on board vessels propelled in whole or in part by steam, passed the 7th July, 1838, Gilman Appleby, of Buffalo, N. Y., having taken or subscribed the oath required by the said acts, and having sworn that he is a citizen of the United States, and that he is subject to a mortgage executed

and delivered to Theodore F. Secor, Charles Morgan, and John Bemsted, a true copy whereof is filed in the office of the clerk in Erie County, N. Y., to secure the payment of certain of my notes given for the purchase-money of the steam-engine, boilers, and apparatus put in the said boat, on which notes there is now unpaid the sum of ten thousand five hundred dollars, and sole owner of the steamboat or vessel called the Sultana, whereof Gilman Appleby is at present master, and as he hath sworn, is a citizen of the United States, and that the said ship or vessel was built at Algomac, Michigan, in the year 1846, as appears by the certificate of Tadoe Langdon, on file in this office.

And William J. Mack, surveyor, having certified that the said steamboat or vessel has one mast and one deck, and that her length is two hundred and seventeen feet and three inches, 217 3, her breadth thirty feet and six inches, 30 6, her depth twelve feet and seven ½ inches, 12 7½, and that she measures eight hundred and six tons, thirty-eight ninety-fifths; that she is a steamboat; has and a figure head.

And the said Gilman Appleby having agreed to the description and admeasurement above specified, and sufficient security having been given in conformity with the terms of the said acts, the said steamboat has been duly enrolled at the port of Buffalo creek.

Given under my hand and seal of office, at the port of Buffalo creek, in the said District, this fourteenth day of [L. S.] May, in the year one thousand eight hundred and forty-seven.

CHARLES M. HOPKINS,
Deputy Collector.

To have and to hold the said steamboat or vessel, tackle, apparel, and furniture, and appurtenances thereunto belonging unto them, the said Samuel F. Pratt, Pascal P. Pratt, and Edward P. Beals, their executors, administrators, and assigns, to the sole and only proper use, benefit, and behoof of the said Samuel F. Pratt, Pascal P. Pratt, and Edward P. Beals, their executors, administrators, and assigns forever: provided always, and the condition of these presents is such, that if the said party of the first part, his executors or administrators, shall pay or cause to be paid to the said party of the second part, their executors, administrators, or assigns, the debt aforesaid, with the interest thereof from the first day of November, in the year one thousand eight hundred and fifty-three, according to the terms of said promissory notes, which are described as follows:

The sum of three hundred and ninty-six dollars and thirty cents, and interest thereon in thirty days from the first day of November, 1853, at the Sacketts' Harbor Bank, Buffalo, upon a promissory note made by the party of the first part, payable to the order of Charles D. Delaney;

The sum of three hundred and fifty-five dollars and seventy-six cents and interest, in one month from the first of November, 1853, at the said bank, pursuant to a promissory note made by said party of the first part, payable to the order of Barton & Gilbert, and dated November 1, 1853; the sum of five hundred dollars and interest, at the office of Phelps, Dodge & Co., New York city, in seven months from November 1, 1853, according to the terms of a promissory note dated on that day, and made by said party of the first part, payable to the order of Barton & Gilbert;

The sum of five hundred dollars and interest, at the same office, in seven months from the first day of November, 1853, according to the terms of a promissory note made by said party of the first part, payable to the order of C. D. Delaney.

The sum of five hundred dollars, in eight months from the first day of November, 1853, at the said office, with interest, according to the terms of a promissory note made by said party of the first part, payable to the order of C. D. Delaney, and dated on the day aforesaid;

The sum of five hundred and two dollars and ninety-two cents, and interest thereon, in eight months from the first day of November, 1853, at said office, according to the terms of a promissory note made that day by said party of the first part, payable to the order of Mack, Pickering and Blossom.

The sum of five hundred dollars and interest, in nine months from the first day of November, 1853, according to the terms of a promissory note dated that day, and made by said party of the first part, payable in nine months from the day aforesaid, at the office aforesaid;

The sum of five hundred dollars and interest thereon, at said office, in nine months from November 1, 1853, according to the terms of a promissory note dated that day, made by said party of the first part, payable to the order of Barton & Gilbert.

The sum of six hundred dollars and interest, in ten months, from November 1, 1853, at said office, according to the terms of a promissory note dated that day, made by said party of the first part, and payable to the order of Mack, Pickering & Blossom.

The sum of five hundred dollars and interest, in ten months from November 1, 1853, at said office, according to a promissory note dated that day, and made by said party of the first part, payable to the order of C. D. Delaney;

The sum of five hundred dollars and interest, in eleven months from the first of November, 1853, according to the terms of a promissory note dated that day, made by said party of the first part, payable to C. D. Delaney, or order, at the aforesaid office:—then these presents shall be void and of no effect; subject, however to the provisions hereinafter contained; and the said party of the first part does hereby agree to pay the same accordingly. But if default be made in such payment or if the said party of the second

part shall at any time deem themselves in danger of losing the said debt, or any part thereof, by delaying the collection thereof until the expiration of the time above limited for the payment thereof, the said party of the second part are authorized to take possession of the said steamboat or vessel, and all the before-mentioned property and appurtenances, at any time, either before or after the expiration of the time aforesaid, and to sell and convey the same, or so much thereof as may be necessary to satisfy the said debt, interest, and reasonable expenses, after a notice of ten days, to be given by advertisement in a public newspaper at the place of such sale, and to retain the same out of the proceeds of such sale; the overplus, if any, to belong and be returned to the said party of the first part.

And it is further agreed, that on such sale the party of the second part, their executors, administrators, or assigns, may become the purchaser or purchasers.

In witness whereof, the party of the first part has hereunto set his hand and seal this thirty-first day of October, in the year one thousand eight hundred and fifty-three.

GILMAN APPELBY,

[L. S.]

On the 17th day of July, in the year one thousand eight hundred and fifty-four, before Nathan K. Hall, Judge, duly appointed and empowered to take acknowledgments of bail, affidavits, depositions, &c., within the Northern District of New York, in a cause of contract, civil and maritime, moved and prosecuted in the District Court of the United States for the aforesaid district, by Daniel Tod, Daniel P. Rhodes, and Robert C. Yates, libellants, against the steamer Sultana, her boats, tackle, apparel, &c., Gilman Appelby, claimant:

Which day, personally appeared Daniel Tod, Daniel P. Rhodes, and Robert C. Yates, intervening for their own interest, and produced as sureties Morris Hazard, of the city of Buffalo, in the aforesaid district; and the said Morris Hazard, submitting himself to the jurisdiction of the said Court, bound himself, his heirs, exetors, and administrators, unto the said Gilman Appelby, in the sum of two hundred and fifty dollars lawful money of the United States, to pay all costs and expenses and damages which shall be awarded against the said libellants in the said cause by the final decree of the said Court, or, upon appeal, by the Appellate Court; and unless they shall do so, he does hereby consent that execution shall issue forth against him, his heirs, executors, and administrators, goods and chattles, wheresoever the same may be found.

(Signed) M. HAZARD.

Taken and acknowledged before me, July 17, 1854,

(Signed) N. K. HALL.

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STATE OF NEW YORK,
Northern District of New York, Erie county, ss.

I hereby certify that on this seventeenth day of July, 1854, before me came the above-named Morris Hazard, to me known to be the same person described in and who executed the above bond, and acknowledged that he had executed the same.

STATE OF NEW YORK,
Northern District of New York, Erie county, ss.

Morris Hazard, of the city of Buffalo, in the said district, being duly sworn, doth depose and say that he is householder and resident of the said district, and that he is worth the sum of two hundred and fifty dollars over and above all debts and liabilities which he owes or has incurred.

(Signed) M. HAZARD.

Sworn before me, this 17th day of July, 1854,
(Signed) N. K. HALL.

UNITED STATES OF AMERICA,
Northern District of New York, ss.

The President of the United States of America, to the marshal of the Northern District of New York, and to his deputy whomsoever, greeting:

You are hereby jointly and severally empowered and strictly enjoined and commanded that you arrest the vessel called the steamboat Sultana, (whereof Gilman Appelby now is or late was master,) her boats, tackle, apparel, and furniture, if she shall be found within your district; and the same so arrested, you keep under safe and secure arrest until you shall receive further orders from the said Court, or the same shall be discharged in due course of law; and that you cite at the premises all persons in general who have or pretend to have any right, title, or interest therein, to appear before the Judge of the District Court of the United States of America for the Northern District of New York, at the city of Buffalo, on the twenty-fifth day of July instant, if it be a court day, or else on the court day next following, at ten o'clock in the forenoon, there to answer unto Daniel Tod, Daniel P. Rhodes, Robert C. Yates, and James Ford, in a cause of contract, civil and maritime, and further to do and receive in this behalf as to justice shall appertain, and that you duly certify the Judge of the aforesaid Court what you shall do in the premises, together with these presents.

Witness the Honorable Nathan K. Hall, Judge of the aforesaid

Court, at the city of Buffalo, this fifth day of July, in the year of our Lord one thousand eight hundred and fifty-four.

Action for $2,790 00.

(Signed) AURELIAN CONKLING,
Clerk.

(Signed) JOHN GANSON,
Proctor.

I have arrested the within-mentioned steamboat Sultana, and have cited all persons having or pretending to have any right, title, or interest therein, as by the within process I am commanded to do.

(Signed) J. K. TYLER,
Deputy Marshal.

DISTRICT COURT OF THE UNITED STATES,
For the Northern District of New York.

DANIEL TOD and others
vs.
The STEAMBOAT SULTANA, her tackle, apparel, &c.

Proctor's Bill.

Docket fee, recovery more than $50 00..... $20 00
Taxed at $20 00.

(Signed) AURELIAN CONKLING,
Clerk.

DISTRICT COURT OF THE UNITED STATES OF AMERICA,
Northern District of New York.

DANIEL TOD and others
vs.
The STEAMBOAT SULTANA, her tackle, apparel, &c.

Marshal's Bill.

Serving process.....	$2 00
Proclamation.....	30
Printer, for publishing notice.....	6 00
Affidavit of disbursements and officer's certificate.....	25
	$8 55

Taxed at $8 55.

(Signed) AURELIAN CONKLING,
Clerk.

NORTHERN DISTRICT OF NEW YORK,
Erie county, ss.

Joseph K. Tyler, deputy U. S. marshal, being duly sworn, deposes and says, that the services charged for in the foregoing bill have been actually and necessarily performed as therein stated, and the disbursements therein charged have been actually and necessarily made.

(Signed) J. K. TYLER.

NORTHERN DISTRICT OF NEW YORK, ss.

I, Aurelian Conkling, United States Commissioner, do hereby certify that Joseph K. Tyler above named, this third of August, A. D. 1854, came before me, and was duly sworn to the foregoing affidavit.

(Signed) AURELIAN CONKLING,
U. S. Commissioner.

DISTRICT COURT OF THE UNITED STATES,
For the Northern District of New York:

DANIEL TOD and others
vs.
The STEAMBOAT SULTANA, her tackle, apparel, &c., Samuel F. Pratt and others, respondents.

Default and final decree.

Filing libel, 10 c.; entering order for process in minutes, 15 c.; engrossing, 10 c.; copy for enrollment, 10....	$0 45
Issuing process, $1; seal 20.....	1 20
Certifying to marshal contents of libel, fol. 4, 15 c.; eng'g, 10 c.; copy, 10 c.....	1 40
Filing process, 10 c.; return, 10 c.; entering return, 15 c.; order for procla'n, 15; eng'g, 10.....	60
Entering decree of default, fol. 3, 15 c.; engrossing, 10; copy for enrollm't, 10.....	1 05
Copy same for proctor, 30 c.; certifying, 15 c.....	45
Entering final decree, fol. 6, 15 c.; engrossing, 10 c.; 2 copies, 10 c. each; 2 certifi's, 30.....	3 00
Docket fee, $3; making enrollment, fol. 6, 15 c.; engrossing, 10.....	4 50
Drawing four orders and checks for payment of money, each 30 c.; eng., 20; cop., 20.....	2 80
Filing 12 other papers in the cause, 10 c.....	1 20

Making this return, folio 8, 15; copy, 10 c..... 0 75

Taxed at $17 40 $17 40
April 2, 1855.
(Signed) N. K. HALL,
District Judge.

NORTHERN DISTRICT OF NEW YORK, ss:

Aurelian Conkling, clerk, being duly sworn, deposes and says that the services charged in the foregoing bill have been actually and necessarily performed as therein stated, except such as are prospective, and those must necessarily be performed in the cause.
(Signed) AURELIAN CONKLING.

Subscribed and sworn before me this 2d day of April, 1855.
(Signed) N. K. HALL,
District Judge.

Filed April 17, 1855.

UNITED STATES DISTRICT COURT,
For the Northern District of New York:

DANIEL TOD and others
vs.
The STEAMBOAT SULTANA, her engines, &c.,

In Admiralty.

It shall be admitted on the trial of this cause that the libellants furnished coal for the said steamboat Sultana, at the place and to the amount and value as stated in article third of the libel, and that it was furnished in the manner and for the purposes stated in the fourth article of said libel, and that at the time the same was so furnished Gilman Appleby was the owner and master of the said steamboat, and that the coal was furnished at his request, and that the libellants knew at the time they so furnished the said coal as aforesaid that said Appleby was such owner and master.

That on or about the 31 day of October, 1853, the said Appleby, being the sole owner of said steamboat, her engines, &c., executed to the claimants, Samuel F. Pratt, Pascal P. Pratt, and Edward P. Beals, a mortgage upon the said steamboat, her mast, bowsprit, sails, boats, &c., a copy of which, annexed to the claimants' answer herein, marked schedule "A."

That the said claimants are still the owners of said mortgage; that the same remains in full force and effect; and that there remains due and unpaid to them upon the promissory notes therein

mentioned thereon the sum of more than five thousand dollars, and interest from the date thereof.

That at the time of the execution of the said mortgage, said steamboat, her boats, engines, &c., were at the city of Buffalo, Erie Co., N. Y., where said Appleby resided; that on or about the day of the date of said mortgage, a copy thereof was filed in the office of the clerk of the county of Erie, at said city, and that on the twenty-fifth day of November, 1853, the said mortgage was duly recorded in the office of the collector of customs at said city of Buffalo, that being the place of the last enrollment of said steamboat.

That on or about the 30th day of November, 1853, the said steamboat then lying at the port of Cleveland, in the State of Ohio, and being engaged in navigating the waters of Lake Erie, the libellants caused proceedings to be instituted in the Court of Common Pleas for the county of Cuyahoga, in said State, against the said steamboat, her engines, machinery, boats, tackle, apparel, and furniture—said Court having jurisdiction thereof, under and by virtue of an act of the Legislature of the State of Ohio, entitled "An act to provide for the collection of claims against steamboats and other water craft, and authorizing proceedings against the same by name," for the recovery of the identical debt mentioned in said libel, except $521 50, which was contracted after November 30, 1853, and did cause a warrant to be issued in the said proceeding, directing the seizure of said S. boat, and her engines, boats, machinery, tackle, apparel, and furniture, till discharged by due course of law; that under and by virtue of said warrant, the sheriff seized said steamboat, her engines, &c., and that for the purpose of obtaining a discharge thereof and a release of said warrant, said Appleby did, together with Benjamin R. Hutchins and George Thompson, executed a bond in due form of law, conditioned that said steamboat, her engines, &c., should be forthcoming to answer the judgment under such seizure, and delivered said bond to said sheriff. Whereupon said steamboat, her engine, &c., were discharged from his custody.

That such proceedings were had in said proceeding, that thereafter, to wit, on the 7th day of June, 1854, and while the said boat was in the custody of this Court, it was adjudged by the said Court that said plaintiff in said proceeding recover against the said steamboat the sum of two thousand three hundred and four dollars and forty-four cents damages. That an execution was issued upon said judgment on the 8th day of June, 1854, to the sheriff of Cuyahoga county, as provided by said act, but was not able to buy the same by reason of said boat being absent from said State of Ohio, and in the custody of this Court, under a proceeding instituted after the execution of the bond aforesaid.

That thereafter, to wit, on the 8th day of June, 1854, the said defendant entered notice of its intention to appeal from said

judgment to the District Court of Ohio, and that thereafter, to wit, on the 28th day of June, 1854, and while the said boat was still in the custody of this Court, on motion of said defendant, sufficient reason being shown therefor, the said judgment in said proceeding and said notice of appeal was by the said Court of Common Pleas set aside and vacated.

That thereupon the plaintiffs therein discontinued their said cause, and paid the defendants' costs therein.

That the statute of Ohio mentioned and referred to in the claimants' answer be read on the trial.

That the setting aside of the judgment and the discontinuance of the said action as aforesaid, was by the consent of the said plaintiffs.

Buffalo, Jan'y 30, 1855.

JOHN GANSON,
Proctor for Libellants.
BOWEN & ROGERS,
Proctors for Claimants.

(Original filed Feb'y 2, 1855.)

DISTRICT COURT OF THE UNITED STATES,
For the Northern District of New York:

CLERK'S OFFICE:

I hereby certify the foregoing to be a true copy of an original stipulation in the cause therein entitled, read on the final hearing of the said cause in the said Court, and duly filed in the said office.

In testimony whereof, I have hereunto signed my name
[L. S.] and affixed the seal of the said Court, the fourth day of April, anno Domini 1855.

AURELIAN CONKLING,
Clerk.

(Filed April 17, 1855.)

At a special term of the Circuit Court of the United States in and for the Northern District of New York, held at the clerk's office, in the city of Utica, on the 20th day of October, A. D. 1855:

Present, the Honorable Samuel Nelson, Justice—

In admiralty:

DANIEL TOD et alia, libellants and appellants,
vs.
THE STEAMBOAT SULTANA, &c., Samuel F. Pratt and others, claimants and appellees,

The appeal from the decree of the District Court in this cause came

on to be heard at the August special term of this Court, held at the United States Court rooms in Buffalo, in said district, and having been argued by counsel for the respective parties, and due deliberation having been had thereon, it is ordered, adjudged, and decreed that the decree of the said District Court be and the same is hereby affirmed.

In admiralty.

CIRCUIT COURT OF THE UNITED STATES,
In and for the Northern District of New York.

DANIEL TOD, Daniel P. Rhodes, Robert C. Yates, and James Ford, libellants and appellants,
vs.
THE STEAMBOAT SULTANA, her engines, boilers, &c., Samuel F. Pratt, Pascal P. Pratt, and Edward P. Beals, claimants and appellees.

The above-named libellants, as appears from the transcript of pleadings and proceedings sent to this Court from the District Court in and for said district, and which is annexed hereto, appealed from the decree of the District Court herein, on the 23d day of March, 1855, as appears by the allowance of appeal thereon endorsed.

That afterwards, and on the 17th day of April, A. D. 1855, the said transcript was made and returned into and filed in this Court, as appears by endorsements thereon.

That said appeal was duly heard and argued at the city of Buffalo, at a special session of said Circuit Court held by and before his honor Justice Nelson, on the 17th day of August, 1855, and after due deliberation thereon a decretal order was made and entered herein affirming the decree of said District Court.

Whereupon the said pleadings and proceedings, decretal order, and such other papers as are required by the rules and practice of the Court, are now attached together and hereto annexed, and the final decree herein is duly signed and enrolled this 17th day of November, A. D. 1855.

AUG'S A. BOYCE,
Clerk of the U. S. Circuit Court,
Northern District, N. Y.

Filed Nov'r 17, 1855.

By the Honorable Samuel Nelson, one of the Judges of the Circuit Court of the United States for the Northern District of New York:

To Samuel F. Pratt, Pascal P. Pratt, and Edward P. Beals:

Whereas David Tod, Daniel P. Rhodes, Robert C. Yates, and James Ford, libellants, against the steamboat Sultana, her engine, boilers, machinery, boats, tackle, apparel, and furniture, have lately appealed to the Supreme Court of the United States from a decree lately rendered in the Circuit Court of the United States for the Northern District of New York, made in your favor, the said Samuel F. Pratt, Pascal P. Pratt, and Edward P. Beals against the said libellants, and they, the said David Tod, Daniel P. Rhodes, Robert C. Yates, and James Ford, having filed the security required by law: You are therefore hereby cited to appear before the said Supreme Court, at the city of Washington, on the fourth day of December next, to do and receive what may appertain to justice to be done in the premises.

Given under my hand at the city of New York, in the Northern District of New York in the Second Circuit, the first day of November, in the year of our Lord one thousand eight hundred and fifty-five.

S. NELSON.

The respondents and appellees within named hereby waive the filing of the security required in such case by the rules and practice of the Court.

Dated Oct. 30, 1855.

BOWEN & ROGERS,
Proctors for Pratt & Co.

SUPREME COURT OF THE UNITED STATES.

David Tod, Daniel P. Rhodes, Robert C. Yates, and James Ford, libellants and appellants,
vs.
The STEAMBOAT SULTANA, her engine, boiler, &c., Samuel F. Pratt, Pascal P. Pratt, and Edward P. Beals, claimants and appellants.

The answer of the above respondents to the petition of appeal of the appellants.

These respondents, not confessing or acknowledging all or any of the matters or things to be true as in and by the said petition of appeal are contained and set forth, for answer thereunto, say: that they believe it to be true that such decree as is complained of

by the appellants was made by the Circuit Court of the United States for the Northern District of New York, as in the said petition of appeal is set forth, but as to the date, substance, and contents thereof, these respondents humbly crave leave to refer thereto when the same shall be produced.

And these respondents are advised and believe, that the said decree is agreeable to justice and equity, and they therefore pray that the same may be affirmed, and that the said petition of appeal may be dismissed by this honorable Court, with costs to be adjudged to these respondents.

Dated at Buffalo, November 30, 1855.

SAM'L F. PRATT,
PASCAL P. PRATT,
EDWARD P. BEALS.
BOWEN & ROGERS,
Proctor for Rept's.
H. W. ROGERS,
Advocate.

[Endorsed:] Supreme Court of the United States. David Tod and others, appellants, vs. the Steamboat Sultana, her tackle, &c., Samuel F. Pratt and others. Answer to petition of appeal. No. 127. Filed 10 Dec'r, 1855. Brown & Rogers, proctors for appellees.